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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

JAMES WEAVER, JR., et al.,
Plaintiffs,
vs.
CITY OF STOCKTON, et al.,
Defendants.

CASE NO. 2:20-CV-00990-JAM-JDP
STIPULATION TO MODIFY
SETTLEMENT PAYMENT PROCEDURE
AND ORDER

[No hearing required]

1 This Stipulation is respectfully submitted by all named parties: Plaintiffs James
2 Weaver, Jr.; JW, III, a minor by and through his Guardian ad litem ("GAL"), James
3 Weaver, Jr.; LW, a minor by and through her GAL, James Weaver, Jr.; and JW, a minor
4 by and through her GAL, James Weaver, Sr. (collectively, "Plaintiffs"), on the one hand;
5 and Defendants City of Stockton, Stockton Police Department, Officer Kevin Hachler,
6 and former Stockton Chief of Police Eric Jones, (collectively, "Defendants"), on the other
7 hand; all through their undersigned counsel of record.

8 **RECITALS**

9 A. The parties have reached a full and final settlement of this case, but need
10 to clarify a term of the settlement with regards to distribution the portion of the
11 settlement for the minor Plaintiffs.

12 B. After the parties and counsel signed a settlement agreement, on
13 October 6, 2022, Plaintiffs filed a motion for minor's compromise, and on October 28,
14 2022, this Court granted the motion. (ECF No. 75.) The order stated \$20,000
15 (representing the minor Plaintiffs' share of the settlement) of the total \$300,000
16 settlement was to be placed in annuities for the minor Plaintiffs.

17 C. On or about November 1, 2022, Plaintiffs' counsel learned that because
18 the minor Plaintiffs suffered no physical injury, an annuity structure was not available.

19 D. On November 8, 2022, counsel for the Plaintiffs and Defendants agreed to
20 a modification of the order to state the minors' portion of the settlement would instead
21 be placed into blocked bank accounts for their benefit.

22 E. On December 2, 2022, Plaintiffs' counsel filed a stipulation and proposed
23 order modifying the minor's compromise to allow for the minors' portion of the
24 settlement to be deposited into blocked bank accounts for their benefit. On December 2,
25 2022, the Court signed the order. (ECF No. 80.)

26 F. An issue arose with regards to payment to the minor Plaintiffs. The City of
Stockton ~~wishes~~ will only ~~to~~ pay the minors' portion of the settlement directly into each

1 of their blocked accounts. However, Plaintiffs' counsel has advised that the bank's
2 normal process is to set up the blocked accounts after the bank receives the minors'
3 share of the settlement payment. Plaintiffs' counsel therefore requested that the City
4 make the checks for the minors payable to each minor, care of their respective
5 guardian, and that the City may state in the "memo" line: "for minor's blocked account,
6 [case name and case number]," and mail the checks to her. The City is agreeable to
7 doing so, as long as the money for the minors is deposited into their appropriate
8 blocked accounts within a reasonable amount of time and Plaintiffs' counsel provides
9 proof to the Court that each check to each minor was timely deposited into a blocked
10 account for their benefit.

11 **STIPULATION**

12 IT IS STIPULATED, by all parties, through their counsel, that the settlement
13 agreement and minor's compromise order be modified as follows:

14 1. The City shall issue checks (or warrants) for the minors' portion of the
15 settlement, in full and final settlement of the minors' claims, made payable as follows:

16 (a) \$5,000 to JW III, made payable as "[Minor JW III's first and last
17 name], c/o James Weaver, Jr."

18 (b) \$5,000 to LW, made payable as "[Minor LW's first and last name],
19 c/o James Weaver, Jr."

20 (c) \$10,000 to JW, made payable as "[Minor JW's first and last name],
21 c/o James Weaver, Sr."

22 Each check (or warrant) may state in the "memo" line: "for minor's blocked
23 account, [case name and case number]."

24 2. The City shall issue a check (or warrant) for the remaining portion of the
25 settlement, in full and final settlement of Plaintiff James Weaver, Jr.'s claims, in the
26 amount of \$280,000, made payable to: "James Weaver, Jr. & His Attorney Law Office of
Yolanda Huang."

1 3. The City shall mail all four settlement checks (or warrants) to: Law Office
2 of Yolanda Huang, P.O. Box 5475, Berkeley, CA 94705, pursuant to the time
3 requirements in the parties' settlement agreement.

4 4. Within 15 days after Plaintiffs' counsel's receipt of the settlement checks
5 (or warrants) for the minors, the minors' guardians, James Weaver, Jr., and James
6 Weaver, Sr., will deposit all checks (or warrants) for the minors into blocked bank
7 accounts for each minor's respective benefit, consistent with this Court's prior order.
8 (ECF No. 80.)

9 5. Within 15 days after the deposit of the settlement checks (or warrants) into
10 the minors' blocked accounts, Plaintiffs' counsel shall file appropriate proof with the
11 Court of deposits into the blocked accounts for each settlement check for the minor
12 Plaintiffs.

13 6. Once Defendants make payment to the Plaintiffs in the manner stated
14 above, this shall resolve any and all obligations owed by Defendants to issue any
15 settlement payment to the Plaintiffs.

16 DATED: February 1, 2023

LAW OFFICE OF YOLANDA HUANG

17 By /s/ Yolanda Huang
18 YOLANDA HUANG
Attorneys for All Plaintiffs

19 DATED: February 1, 2023

HERUM\CRABTREE\SUNTAG
A California Professional Corporation

20 By /s/ Joshua J. Stevens
21 JOSHUA J. STEVENS
22 Attorneys for All Defendants
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ORDER

Pursuant to the Stipulation, and good cause appearing, IT IS ORDERED that:

1. The City shall pay the minors' portion of the settlement (\$20,000 of the \$300,000 total settlement), to the minors for their benefit, in full and final settlement of the minors' claims, made payable as follows:

(a) \$5,000 to JW III, made payable as "[Minor JW III's first and last name], c/o James Weaver, Jr."

(b) \$5,000 to LW, made payable as "[Minor LW's first and last name], c/o James Weaver, Jr."

(c) \$10,000 to JW, made payable as "[Minor JW's first and last name], c/o James Weaver, Sr."

2. The City shall pay the balance of \$280,000 by checks (or warrants), in full and final settlement of Plaintiff James Weaver, Jr.'s claims, made payable to: "James Weaver, Jr. & His Attorney Law Office of Yolanda Huang."

Each check (or warrant) may state in the "memo" line: "for minor's blocked account, [case name and case number]."

3. The City shall mail all four settlement checks (or warrants) to: Law Office of Yolanda Huang, PO Box 5475, Berkeley, CA 94705, pursuant to the time requirements in the parties' settlement agreement.

4. Within 15 days after Plaintiffs' counsel's receipt of the settlement checks (or warrants) for the minors, the minors' guardians, James Weaver, Jr., and James Weaver, Sr., will deposit all checks for the minors into blocked bank accounts for each minor's respective benefit, consistent with this Court's prior order. (ECF No. 80.)

5. Within 15 days after the deposit of the settlement checks (or warrants) into the minors' blocked accounts, Plaintiffs' counsel shall file appropriate proof with the Court of deposits into the blocked accounts for each settlement check for the minor Plaintiffs.

1 6. Once Defendants make payment to the Plaintiffs in the manner
2 contemplated above, this shall resolve any and all obligations owed by Defendants to
3 issue any settlement payment to the Plaintiffs.

4
5 Dated: February 1, 2023

/s/ John A. Mendez

THE HONORABLE JOHN A. MENDEZ
SENIOR UNITED STATES DISTRICT JUDGE